

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

ADIAHA STRANGE, et al
AISHA PHILLIPS, et al
ADRIAN NICHOLSON, et al
AMELIA GREEN, et al
ASIA ARCHIE, et al
ALEXIS CANNON, et al

1:19-CV-321
1:19-CV-325
1:19-CV-519
1:19-CV-670
1:19-CV-575
1:19-CV-823

Plaintiff,

v.

SELECT MANAGEMENT
RESOURCES, LLC, et al

Defendants.

PLAINTIFFS' REPLY IN SUPPORT OF
MOTION TO LIFT STAY

NOW COME the Plaintiffs identified on Exhibit 1 to their December 23, 2019 Motion to Lift Stay (DN 66), through their counsel and pursuant to Local Rule 7.3(h), and hereby respectfully submit this Reply in support of their Motion for an Order of the Court lifting the Court's stay of the proceedings in this civil action. (DN 66). As required by Local Rule 7.3(h), Plaintiffs have

limited their Reply to a discussion of matters newly raised in Defendants' Response to Plaintiff's Motion to Lift Stay (DN 68).

ARGUMENT

As of the date of this Reply, Defendants have paid only 14% of the total dollar amount of the settlements they agreed to pay by December 10, 2019. See Exhibit 1 (Declaration of James R. Faucher) At the same time, Defendants somehow have the financial ability to continue making car title loans to North Carolina residents. See Exhibit 2 (exemplar loan agreement dated December 23, 2019) Despite this, Defendants assert the moving Plaintiff's Motion to Lift Stay is "premature." (DN 68, p. 3)

Given that Defendants have made payments on only a portion of the settlements Plaintiff's motion is hardly premature. Defendants have breached their settlement agreements with movants. The parties expressly agreed that time was of the essence with regard to the settlement payments. (Exhibit 1 at ¶5)

Defendants' President Kenneth R. Wayco has represented to the Court (DN 69) that "Defendants intend to continue making all agreed upon payments, including the required liquidated damages." Defendants' present intention to pay the settlements at some date in the future does not change the fact that Defendants have not paid the settlements in full and the date on which they agreed to do so has passed. Further, if Defendants contend that

their intention to pay the settlements in the future is a defense to a motion for an order of the Court enforcing the parties' settlement agreements, or any other action by the moving Plaintiffs, they can assert that defense at that time. That issue is not presently before the Court.

CONCLUSION

For the reasons stated herein and in their opening Brief (DN 67) the moving Plaintiffs respectfully ask the Court to now enter its Order lifting the Court's stay in this civil action.

Respectfully submitted, this the 17th day of January, 2019.

/Jeffrey K. Peraldo
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CERTIFICATE OF WORD COUNT

I hereby certify that the foregoing document complies with the word count limits contained in LR 7.3(d)(1).

/s/Jeffrey K. Peraldo

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Attorney for the Moving Plaintiffs

CERTIFICATE OF SERVICE

The undersigned counsel of record for Plaintiffs certifies that the foregoing was filed with the Court and served on the parties via filing with the Court's CM/ECF system which will send notice of the filing to all counsel of record.

Respectfully submitted, this the 17th day of January, 2019.

s/Jeffrey K. Peraldo
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